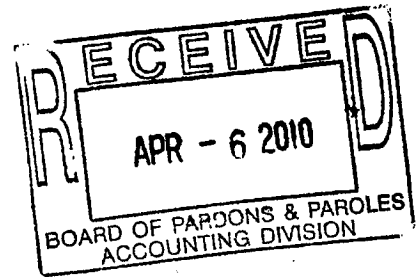

ALABAMA BOARD OF PARDONS AND PAROLES



REQUEST FOR PROPOSAL

Request for Proposal #: 10-RFP-043001

**SEEKING QUALIFIED ENGINEERING FIRMS/CONSULTANTS FOR THE
CONTINUED FREE PRODUCT RECOVERY AND GROUND-WATER
MONITORING, AS DIRECTED BY THE ALABAMA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT (ADEM)
IN ADEM UST INCIDENT NO: UST01-02-02 AND FOR THE CLOSURE OF ANY
AND ALL UNDERGROUND STORAGE TANKS (UST), NOT EXEMPT UNDER
ADEM AND EPA LAWS, RULES, REGULATIONS, AND GUIDELINES**

**Thomasville L.I.F.E Tech Transition Center
2115 Bashi Road
Thomasville, Alabama 36784
Clarke County, Alabama
ADEM FACILITY I.D. NO.: 17845-025-002840**

&

**Wetumpka L.I.F.E. Tech Transition Center
8476 U.S. Hwy 231
Wetumpka, Alabama 36092
Elmore County, Alabama
ADEM FACILITY I.D. NO: 17846-051-0000486**

RFP Issued: April 16, 2010

**Alabama Board of Pardons and Paroles
301 South Ripley Street
P.O. Box 302405
Montgomery, AL 36130
Office: (334) 242-8700
www.pardons.state.al.us**

PURPOSE

This Request for Proposal (RFP) has been issued by the Alabama Board of Pardons and Paroles, (hereinafter referred to as the Board) to obtain proposals/offers from qualified professional service providers (hereinafter referred to as "Vendors") who are competent to perform work in the field of engineering for the purpose of providing free product recovery and ground-water monitoring as outlined in the Corrective Action Plan (CAP) for RNA at the Board's Thomasville L.I.F.E. Tech Transition Center (hereinafter referred to as the Center) by utilizing remediation methods consisting of High Vacuum Recovery (HVR) and/or Mobile Enhanced Multiphase Extraction (MEME) events, as required by the Alabama Department of Environmental Management (ADEM).

Vendors may also include in their proposal submissions other acceptable technological methods or forms of remediation, to the exclusion of the skimmer pump system, and the itemized costs thereof that may be an acceptable form of remediation for this project in the event ADEM deems the HVR or MEME system an unacceptable form of remediation for the free product recovery and ground-water monitoring at the Board's Thomasville L.I.F.E. Tech Transition Center, located at 2115 Bash Road, Thomasville, Alabama (Clarke County). ADEM has already determined that the skimmer pump system to be an unacceptable form of remediation under the Corrective Action Plan (CAP).

The Board also seeks qualified professional service providers who are competent in closing underground storage tanks (UST) in accordance with ADEM and EPA laws, rules, regulations, and guidelines.

NOTE: Proposal submissions will be considered only from Vendors who are regularly engaged in the above-mentioned skills and services, are financially stable and responsible, and who have the necessary ability and personnel to provide the skills and services required by this RFP.

ISSUING OFFICER

The Issuing Officer, or designee, is the sole point of contact outside of conferences and meetings with the Board's negotiating team, from the date of the release of the RFP until negotiations are initiated and completed. All written questions and requests for clarification outside the above-referenced meetings should be directed to:

Alabama Board of Pardons and Paroles
ATTN: Dana Pittman, Issuing Officer
301 South Ripley Street
P.O. Box 302405
Montgomery, Alabama 36130
Email: Dana.Pittman@paroles.alabama.gov
Designee: Joeretta Rhodes-Smith

NOTICE

**FAXED OR EMAILED PROPOSALS WILL NOT BE ACCEPTED.
LATE PROPOSALS WILL BE REJECTED.**

CALENDAR OF EVENTS

The following time schedule will be strictly adhered to in all actions relative to the RFP, unless modified by the Board by addendum to this RFP.

April 16, 2010	Issue date of the Request for Proposal.
May 10, 2010	Vendor Site Visit at the Thomasville L.I.F.E. Tech Transition Center, located at 2115 Bashi Road, Thomasville, Alabama (Clarke County), at 10 a.m. CST.
May 11, 2010	Vendor Site Visit at the Wetumpka L.I.F.E. Tech Transition Center, located at 8476 U.S. Hwy 231, Wetumpka, Alabama (Elmore County), at 10 a.m. CST.
May 14, 2010	Deadline for vendors to submit written questions regarding RFP via email at Dana.Pittman@paroles.alabama.gov , with a copy sent to the designee at Joeretta.Smith@alabpp.gov . Each question must cite the particular section for the RFP to which it relates.
May 21, 2010	Vendor proposal submissions are due to the Issuing Officer. Responses must be received at the Board Offices no later than 5:00 p.m. CST.
May 31, 2010	Proposal Openings/Evaluation Committee meets to select compliant vendors that best meet the needs of the Board.
June 9, 2010	Oral presentations and preliminary negotiations with selected Vendors.
June 14, 2010	Final Firm Offers submitted by Vendors, in writing, by 5:00 p.m. CST.
June 21, 2010	Complete Evaluation and decision released of intended award(s).

RESERVATIONS

1. The Board reserves the right, at its sole discretion, at any time and for any valid reason, to reject any or all proposals submitted in response to this RFP, or to cancel the RFP, or any part thereof, if it is determined to be in the best interest of the Board. The Board further reserves the right to reject individual proposals for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; and to waive minor defects. The Board may seek clarification of proposals from Vendors at any time and Vendor's failure to respond is cause for rejection. Clarification of a proposal is not an opportunity to change the proposal. Submission of a proposal confers on Vendor no right to a selection or to a subsequent contract award. This process is for the benefit of the Board only and is to provide the Board with competitive information to assist in the selection process. All decisions on compliance, evaluation, terms, and conditions will be made solely at the discretion of the Board.
2. If a proposal is selected, the Board reserves the right, at its sole discretion, at any time and for any valid reason, to change its decision with respect to the selection and to select another proposal, or to cancel the RFP, if it is determined to be in the best interest of the Board and the State of Alabama.

3. Notwithstanding the amendment provisions otherwise set forth herein, the Board reserves the right, at its sole discretion, to waive any minor irregularity in an otherwise valid proposal which would not jeopardize the overall services sought and to award a contract on the basis of such a waiver in the event the Board determines that such an award is in its best interest. Minor irregularities are those which will not have a significant, adverse impact on overall cost or performance and which are determined at the sole discretion of the Board.
4. The Board reserves the right to negotiate with any Vendor whose proposal meets the requirements of the RFP, as well as to select a Vendor other than the Vendor offering the lowest price, if it is determined to be in the best interest of the Board. The Board reserves the right to negotiate and award a contract to one or more responding Vendors depending on the Vendor offering the lowest price for the specific service requested in the RFP, if it is determined to be in the best interest of the Board.
5. Issuance of this RFP does not constitute a commitment by the Board to select any proposal submitted in response to the RFP or to award a contract to any Vendor who responds to the RFP.
6. Selection of a proposal shall not be binding upon the Board and may or may not, at the Board's sole discretion, result in the Board entering into a contract with the Vendor(s).
7. The Board reserves the right to require all Vendors to provide an oral presentation and/or demonstration of their proposals and their services as a condition to being considered for a contract award. This oral presentation will require a demonstration showing that the services offered meet the specifications as described herein. Each qualified Vendor who is deemed compliant with the RFP response process and that best meets the needs of the Board will be provided a 40-minute session to present their proposal. Time should be allotted by Vendors to accommodate a 20-minute Board question and answer period as part of their presentation. Vendors will not exceed six individual representatives at their presentation. Proposal presentations have been scheduled for June 9, 2010 at 9:00 a.m., at the Board Offices, located at 301 South Ripley Street, Bldg. D, Montgomery, AL 36104. The presentation and written proposal will identify the total cost of Vendor's services proposed in response to the specifications of this RFP, along with itemized cost estimates for each individual service listed. Consideration will also be given to Vendor's qualifications, expertise in the field, and methods of determining costs involved.
8. The Board reserves the right to amend the RFP at any time, and for any reason. Amendments to the RFP, if any, will be made by written addendum issued by the Board and will be mailed to all Vendors to whom the RFP was originally mailed.
9. All terms of the RFP, Vendor responses to the RFP and attachments resulting from the RFP process will be incorporated and referenced as part of the awarded contract. The Board reserves the right to contract for some, but not all of the services listed in the Vendor's proposal responses. It is important that the Vendor proposal provide an itemized cost estimate for each individual service listed so that a total contract price may be negotiated based on the total sum of the itemized cost estimates for the services that the Board desires to utilize.

OPERATIONAL GUIDELINES

- A. **PROCUREMENT DESCRIPTION:** The objective of the Board in soliciting and evaluating proposals in response to this RFP is to obtain professional services that are consistent with the requirements of the Corrective Action Plan (CAP) issued by the Alabama Department of Environment Management (ADEM) for the purpose of achieving ADEM site specific target levels, and, within the shortest time-period possible, to achieve ADEM compliance and issuance of a "No Further Action" letter evidencing closure of the underground storage tank (UST) incident that resulted in the ADEM imposed CAP.
- B. **APPLICABLE PROGRAM REGULATIONS:** The services requested under this RFP are subject to all applicable federal and state laws, regulations, rules, and procedures. By submitting a proposal in response to this RFP, Vendor expressly agrees to comply with all federal and state law, regulations, rules, and procedures during the term of the contract.

PROPOSALS

- A. **NUMBER OF COPIES:** One (1) original paper or hard copy and seven (7) computer compact discs (CD) containing computerized copies of the original proposal are required. Copies of all documents of the original copy must be included and accessible on the CD copies. These computer disc copies are to include scanned copies of required notarized documents and all appendices or exhibits included as part of the original bid proposal. Individual copies contained on CD must be placed in a file sleeve or case and properly labeled on the outside of the case with Vendor's name, proposal opening date, and RFP number. This same information shall be placed on the actual CD disk. Documentation must be scanned and/or saved into an Adobe Reader PDF file that allows for search/find function when viewing the document. Failure to submit the required number of copies in this requested format may prevent a Vendor's proposal from being evaluated within the allotted time. An authorized representative must sign the original paper or hard copy proposal in blue or black ink. The proposal submission must address all requirements of this RFP and provide all information requested. Failure to comply with the requirements of the RFP in the proposal response may result in the disqualification of Vendor's proposal.
- B. **SIGNATURES:** The original paper or hard copy proposal must contain the original ink signature of the Authorized Representative who is duly authorized and who has the legal authority to bind the Vendor to the proposal submission. The original paper or hard copy proposal must also contain the printed name of the Authorized Representative who is duly authorized and who has the legal authority to bind the Vendor to the proposal submission.
- C. **PROPOSAL FORMAT:** To be considered, the proposal must be concise; describe the Vendor's ability to meet the RFP requirements; and comply with the timeliness specifications of the RFP. The Vendor must be responsive to the content and format specifications, in sequence, as specified by the RFP.

1. Each proposal submission must include a "Letter of Transmittal" that denotes the following:
 - a. contain the identity of the Vendor: (1) whether the Vendor is an individual; (2) whether the Vendor is a partnership (provide the names of the partners); or (3) whether the Vendor is a corporation (provide the names of the president, vice-president, secretary).
 - b. contain the name, title, physical address, mailing address, telephone number, e-mail address, and fax number of the Authorized Representative who is authorized by the organization to negotiate the contract or offer clarifications on behalf of the vendor;
 - c. contain the name, title, physical address, mailing address, telephone number, e-mail address, and fax number of the person authorized by the organization to contractually obligate the Vendor;
 - d. contain the name, title, physical address, mailing address, telephone number, e-mail address, and fax number of the person(s) to be contacted as the Vendor's Account Representative.
 - e. identify the RFP title and number in the upper right-hand corner of the proposal submission and exhibits a clearly marked RFP title and number on the outside lower right-hand corner of any and all mail/correspondence sent to the Board during the RFP process;
 - f. identify all subcontractors and their respective licenses necessary to perform the services; each subcontractor's role in performing the services; and the estimated costs associated with the subcontractor's performance of the services provided for herein.
 - g. contain an attestation of whether or not the Vendor is a corporation or other legal entity that is registered to do business in the State of Alabama.
 - h. contain an attestation that no attempt has been made or will be made to induce any other person/firm to submit or not to submit a proposal.
 - i. contain an attestation that the Vendor does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or disability.
 - j. contain an attestation that Vendor presently has no interest, direct or indirect, which would conflict with the performance of services under the contract and will not employ in the performance of the contract, any person having a conflict.
 - k. contain an attestation that the person signing the proposal is authorized to make decisions as to pricing and has not participated, and will not participate, in any action contrary to the above statements.
 - l. contain a statement of whether or not there is a reasonable probability that Vendor is or will be associated with any parent, affiliate, or subsidiary service furnishing any supplies or equipment to Vendor which would relate to the performance of the contract. If the statement is in the affirmative, Vendor is required to submit with the proposal written certification and authorization from the parent, affiliate, or subsidiary organization granting the State and/or the Federal Government the right to examine any directly pertinent books, documents, papers, or records involving such transactions related to the contract. Further, if at any time after a proposal is submitted, such an association arises, Vendor will obtain a similar certification and authorization, and failure to do so may constitute grounds for termination of the contract, at the sole discretion of the Board.

- m. provide a statement that Vendor agrees that any lost or reduced federal matching funds resulting from unacceptable performance in a Vendor task or responsibility defined in the RFP will be accompanied by reductions in State payments to Vendor at the option of the Board.
 - n. provide a statement that Vendor has not been retained, nor retained a person to solicit or secure a state contract on an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by Vendor for the purpose of security business. For breach of this provision, the Board will have the right to reject the proposal, terminate the contract, and/or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or other benefit.
 - o. provide a listing of any and all lawsuits (including court name, location, and court case number), whether currently pending or disposed of, where Vendor was, is, or is anticipated to be a party to the action; provide the outcome of any and all litigation pertaining to Vendor; and list any existing or future court orders issued by a court of competent jurisdiction, or any stipulations, agreements, settlements, plans entered into in connection with litigation which are applicable to the services sought herein.
 - p. List any and all bankruptcy filings, referrals to collections agencies, liens, or other proceedings, i.e. court, administrative, or dispute resolution proceedings involving the solvency or insolvency of Vendor.
 - q. provide documentary evidence of financial stability (i.e. Corporate Prospectus; Corporate Financial Statements; and financial statements of any other entity, not a corporation, allowed to do business in the State of Alabama).
 - r. provide a brief summary of your company's experience and qualifications, including staffing capacity, project team, experience of key personnel, licenses and/or certifications, and information on similar projects within the last five (5) years.
 - s. provide a record of past performance, quality of work, ability to meet schedules, cost control, and contract administration for the last five (5) years.
 - t. provide an estimated amount of time for completion of the services set forth herein.
2. The proposal should be organized in the exact order in which the requirements are presented in the RFP. The proposal should contain a table of contents, which cross-references the RFP requirement and the specified page of the response in the Vendor's proposal submission.
 3. Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.
 4. The Board is not responsible for and will not pay for any costs associated with the preparation and submission of Vendor proposals, regardless of whether or not selected for contract negotiations.
 5. At the scheduled place and date for the proposal opening (or as soon thereafter as is applicable), prices will be made public for information of interested respondents who may be present either in person or by representative. Such information is not to

be construed as meaning a Vendor meets all the specifications as set out in the proposal.

- D. **DISCLOSURE STATEMENT:** A disclosure statement as required by Act 2001-955 (enclosed with this RFP) shall be signed, notarized and attached to the proposal. Failure to meet this requirement may be grounds for disqualification. Vendors may also download a copy of the Disclosure Statement at the website of the Alabama Attorney General at: <http://www.ago.state.al.us/>.
- E. **CORPORATE DISCLOSURE STATEMENT:** A signed and notarized corporate disclosure statement (enclosed with this RFP) shall be attached to the proposal. Failure to meet this requirement may be grounds for disqualification.
- F. **IMMIGRATION STATUS:** A signed immigration status form (enclosed with this RFP) shall be signed and attached to the proposal. Failure to meet this requirement may be grounds for disqualification.
- G. **VENDOR APPLICATION:** A copy of the State of Vendor Application and information pertain to doing business with the State of Alabama is available at <http://purchasing.alabama.gov/pages/vendors.aspx>. All vendors wishing to contract with the State of Alabama must fill out this registration every three (3) years and return it immediately to State Purchasing (Do not return the Vendor Application to the Alabama Board of Pardons and Paroles). Only vendors who are registered with State Purchasing may receive state contracts.

VENDOR'S CERTIFICATIONS

- A. By submitting a proposal in response to this RFP, the Vendor warrants and represents to the Board that the provider accepts and agrees with all of the terms and conditions of the RFP. Further, by so submitting, the Vendor certifies to the Board that the Vendor is legally authorized to conduct business within the State of Alabama and to carry out the services described in this RFP; and that all of the following statements contained in the proposal submissions are true and correct.
- B. **REVOLVING DOOR POLICY:** By submitting a proposal in response to this RFP, the Vendor warrants that neither the Vendor nor any of the Vendor's trustees, officers, directors, employees, agents, servants, volunteers, subcontractors, etc. is a current employee of the Board, and that none of the said individuals have been employees of the Board within a two-year (24 month) period ending with the date of this RFP. During the Term of the Contract, Vendor shall remain responsible for ensuring that the "Revolving Door Policy" is complied with. Failure to comply with this term or a breach thereof may result in the contract award being terminated, at the discretion of the Board.
- C. **COLLUSION WITH OTHER VENDORS:** The Vendor certifies by submission of this proposal and any resulting contract, if a contract is entered into, that the Vendor has not publicly or privately colluded with any other Vendor to fix prices or the conditions of this contract.
- D. Vendor covenants that it has disclosed, and agrees it is under a continuing obligation to disclose to the Board, financial or other interests (public or private, direct or indirect)

that may be a potential conflict of interest, or which may conflict in any manner with Vendor's obligations and performance under the terms of this contract. Vendor further covenants that it will not employ any person with a conflict of interest to perform the terms listed in this contract. Vendor further covenants that no person has an interest in Vendor or in the contract that would violate Alabama law.

SITE INVESTIGATIVE HISTORY AND CORRECTIVE ACTION MEASURES FOR THE THOMASVILLE LIFE TECH FACILITY

A release of petroleum hydrocarbons occurred from a 1,000-gallon gasoline UST at the Life Tech Transition Center in Thomasville, Clarke County, Alabama. A total of nine (9) Type II monitoring wells were installed at the site between August 2001 and May 2002. The horizontal and vertical extent of ground-water contamination has been defined at the site.

Free product has been detected in monitoring well MW-1. The maximum free product thickness measured in well MW-1 was 1.75 feet. High-Vacuum Recovery events were performed at the site in November 2002 and June 2004. Quarterly ground-water monitoring events have been conducted at the site since April 2003. An Alabama Risk-Based Corrective Action evaluation for the site was completed in January 2003.

Due to continued presence of free product, a skimmer pump recovery system was installed in monitoring well MW-1. Prior to the installation of the skimmer-pump unit, a free product thickness of 0.51 was measured in monitoring well MW-1. On February 9, 2006, a free product thickness of 0.01 foot (or a sheen) was measured in monitoring well MW-1.

The facility was shut-down in 2003 and reopened in 2006 as a Transition Center for parolees reentering society.

In February of 2006, quarterly ground-water monitoring activities were conducted for the Corrective Action Effectiveness Report (CAER), dated March 20, 2006, where monitoring well MW-1 contained free product thickness of 0.01 foot and was not sampled. Monitoring wells MW-6 and MW-9 contained detectable BTEX constituents.

On October 9, 2008, groundwater monitoring activities were measured in the nine monitoring wells at the site (MW-1 through MW-9) where no free product was present in the monitoring during this event. The groundwater samples were analyzed from the groundwater samples collected where one of the monitoring wells MW-1 contained detectable BTEX constituents.

On March 2, 2009, groundwater monitoring activities were conducted on monitoring wells MW-1, MW-2, MW-3, MW-6, MW-7, and MW-9. Monitoring well MW-1 contained detectable BTEX constituents.

On June 4, 2009, a groundwater event was conducted on six monitoring wells at the site (MW-1, MW-2, MW-3, MW-6, MW-7, and MW-9). Free product was present in monitoring well MW-1, therefore no samples were taken. None of the other five samples contained detectable BTEX constituents.

On November 10, 2009, Mr. John Buchanan, Hydrogeologist for ADEM, reviewing the System Effective Monitoring Report-First Quarter 2009, determined that the skimmer-pump recovery system is

no longer an appropriate remediation for the site. Mr. John Buchanan concurred with the consultant, CFM Group, LLC, that a High Vacuum Recovery (HVR) OR MEME should be used for remediation.

SCOPE OF SERVICES

All Vendor proposals shall include responses addressing each section or subsection below. The responses should also include itemized cost proposals for each of the below mandatory services. Each response shall correspond with the appropriate letter, number, or Roman numeral, section, or subsection.

I. "Mandatory Services":

- a. *If necessary to gain access to or to be able to perform HVR or MEME services, remove the existing skimmer pump system from monitoring well MW-1 to conduct remediation events through the use of High Vacuum Recovery (HVR) or Mobile Enhanced Multiphase Extraction (MEME) events (or any other forms of remediation that might be required by ADEM). Vendor must provide an itemized cost proposal for the removal of the skimmer pump system. If removal of the existing skimmer pump system is not necessary to conduct remediation events through the use of HVR OR MEME, please indicate this in your proposal response.*

Vendor Response:

- b. Vendor shall provide soil (if applicable) and groundwater testing/remediation events as required by the Corrective Action Plan (CAP) mandated by the Alabama Department of Environmental Management (ADEM) and perform the following services:
-
- (i) Define the full lateral and vertical extent of soil and groundwater contamination, as required by ADEM guidelines, rules and regulations and make the necessary reports thereof to be in compliance with the guidelines, rules, and regulations of ADEM and the EPA;
 - (ii) Take groundwater samples from the nine monitoring wells that have historically contained BTEX constituents. Groundwater samples collected from the nine monitoring wells will be analyzed for BTEX (benzene, toluene, ethyl benzene, and xylenes) and MTBE (methyl tertiary butyl ether), and take any other contaminants required to be analyzed by ADEM guidelines, rules, and regulations;
 - (iii) If required by ADEM, take *soil samples* to determine the full lateral and vertical extent of soil and groundwater contamination, as required by ADEM guidelines, rules, and regulations;
 - (iv) Collect, package and ship, through the required chain of custody, any and all samples, i.e., soil and groundwater, to a NELAC accredited laboratory for analysis;
 - (v) The groundwater and soil samples collected for BTEX and MTBE, or for any other contaminate required to be analyzed by ADEM, will be analyzed in accordance with ADEM and EPA guidelines and rules and regulations;
 - (vi) During each groundwater sampling event, groundwater levels and free-product thicknesses, if any, will be measured to the nearest 0.01 foot in each monitoring well using an electric water level indicator or oil/water interface probe or other acceptable method allowed by ADEM and EPA guidelines, rules, and regulations.

- (vii) Dispose of and/or treat and/or discharge groundwater and/or soil samples/collections obtained in accordance with EPA recommended guidelines and regulations and ADEM guidelines and regulations.
- (viii) Prior to purging the monitoring wells, dissolved oxygen, oxidation-reduction potential, specific conductivity, temperature and pH will be measured in the groundwater samples collected from each monitoring well.

Note: Vendor shall provide an itemized cost proposal for the services to be provided in section (b) and to the corresponding Roman numerals.

- c. Vendor shall remove any and all recurring free product contamination through the use of High Vacuum Recovery (HVR) or Mobile Enhanced Multiphase Extraction (MEME) events in accordance with the requirements of the CAP for RNA established by ADEM. Vendor shall provide the following in its proposal:

- (i) Provide the Board with an itemized cost proposal for the *quarterly* free product recovery and ground-water monitoring events of nine (9) Type II monitoring wells MW-1 through MW-9, as directed by the Alabama Department of Environmental Management (ADEM); and

Vendor Response:

- (ii) Provide the Board with a separate itemized cost proposal for the *semi-annual* free product recovery and ground-water monitoring of nine (9) Type II monitoring wells MW-1 through MW-9. ADEM may or may not allow *semi-annual* free product recovery and ground-water monitoring under the CAP during the Term of the Contract; however, a separate itemized cost proposal is necessary in the event that ADEM modifies or allows modification of the CAP to allow semi-annual free product recovery and groundwater remediation events.

Vendor Response:

- d. Vendor shall conduct and provide free product removal using HVR or MEME in a manner that minimizes the spread of contamination into previously uncontaminated zones by using recovery and disposal techniques appropriate to the hydrogeologic conditions at the site, and that properly treats, discharges or disposes of recovery byproducts in compliance with applicable local, state and federal regulations. Vendor must provide an itemized cost proposal for the purging, removal, storing, treatment, discharging, and/or disposal of free product recovery contamination, contaminated soil (if applicable), and impacted (contaminated) groundwater purged from the groundwater monitoring well(s).

Vendor Response:

- e. If applicable, Vendor shall provide off-site removal and disposal of free product recovery contamination and impacted (contaminated) groundwater from the groundwater monitoring well(s) in accordance with ADEM recommended guidelines, rules and regulations and EPA recommended guidelines, rules and regulations. Vendor must provide an itemized cost proposal for the off-site removal and disposal of free product recovery contamination and impacted (contaminated) groundwater purged from the groundwater monitoring well(s). Vendor shall also explain where the free product recovery contamination and contaminated

groundwater will be stored (on-site, off-site, etc.); how it will be stored; and the length of time it will be stored pending proper removal, treatment, discharge, and disposal.

Vendor Response:

- f. Vendor shall obtain any necessary permits and licenses for the disposition of the recovered free product (i.e., storage, treatment, removal, discharge, and disposal of the free product). Vendor should list in its proposal the necessary permits and licenses, and the costs thereof, associated with the proper disposition of the recovered free product.

Vendor Response:

- g. Vendor shall use abatement of free product migration and removal of free product in a reasonable period of time as a minimum objective for the design of the free product removal system (HVR or MEME system, etc.). List the projected time period for free product removal utilizing the HVR or MEME removal system, per remediation event. Give the projected time period for the site to be in compliance with ADEM site specific target levels.

Vendor Response:

- h. If applicable, Vendor shall identify and remedy hazards posed by contaminated soils that are excavated or exposed as a result of release confirmation, site investigation, abatement, or corrective action activities. If required, vendor shall provide off-site removal and disposal of contaminated soil in accordance with ADEM recommended guidelines and regulations and EPA recommended guidelines and regulations. Vendor must provide an itemized cost proposal for the removal, treatment, and/or disposal of contaminated soil related to free product contamination or any other procedure(s) required to remedy the hazards posed by contaminated soils that are excavated or exposed as a result of release confirmation, site investigation, abatement, or corrective action activities. Vendor shall explain where the free product recovery contamination and contaminated soil will be stored (on-site, off-site, etc.); how it will be stored; and the length of time it will be stored pending proper removal, treatment, discharge, and disposal.

Vendor Response:

- i. Vendors should take into account any potential costs associated with site excavation, overexcavation, additional back-fill and site restoration related to the remediation events required under the CAP. State whether or not it is foreseeable that excavation, overexcavation and/or site restoration is necessary for this Project. If such services might be necessary or are necessary, provide an itemized cost proposal for excavation, overexcavation, additional back-fill, and site restoration.

Vendor Response:

- j. Provide a listing of any investigative/remedial activities and/or submittal of reports as may be required by ADEM and/or the EPA and list the time periods for submitting said reports. Vendor shall be responsible for submitting any required reports to ADEM and/or the EPA in a timely manner and within the time period set forth by ADEM and EPA laws, rules, regulation, and guidelines.

Vendor Response:

- k. Vendor shall be responsible for the handling of and disposing of any flammable products and/or by-products in a safe and competent manner to prevent fires or explosions, as required by ADEM and EPA recommended laws, guidelines, rules, and regulations. Vendor must provide an itemized cost proposal for the handling, removal, treatment, and/or disposal of any flammable products and/or by-products recovered or that might be recovered from the site. Vendors should list the necessary permits or licenses necessary to handle, remove, treat, and/or dispose of any flammable products and/or by-products and list the costs thereof.

Vendor Response:

- l. The proposal should also contain a Contract Transition Plan that includes preparation time before the services are performed; time period for services to begin; time period for the completion of services during each remediation event; and an estimated time period for achieving complete remediation under the CAP necessary for the issuance of a "No Further Action" letter from ADEM.

Vendor Response:

II. "Additional (Optional) Services":

The below services are additional (optional) services that may or may not result in the parties entering into contractual terms for said services. However, Vendors are required to provide a proposal response to each of the "Additional (Optional) Services" questions listed below. It is highly probable that some or all of these services may be mandated by the ADEM in the future as forms of remediation during the Term of the two-year contract. Failure to respond to the questions under this heading may result in rejection of the Vendor's proposal submission. By submitting a response, Vendor understands that the Board reserves the right not to contract for the below listed services, or any part thereof. A separate itemized cost proposal should be included for and correspond to each of the following categories:

- a. List other acceptable technological methods available and the itemized costs thereof for each year of the two-year contract (per remediation event), to the exclusion of the skimmer pump system, that may be an acceptable form of remediation for the free product recovery and ground-water monitoring at the Board's Thomasville L.I.F.E. Tech Transition Center, located at 2115 Bashi Road, Thomasville, Alabama (Clarke County).

Vendor Response:

- b. The proposal submission should also include an itemized cost estimate to permanently close (on-site closure and off-site closure, i.e. fill in the tank, removal of the tank, etc.) a 500 gallon diesel UST (Tank # 049557) located at Thomasville L.I.F.E. Tech in accordance with acceptable methods as allowed by ADEM and EPA guidelines, rules and regulations related to closures for UST tanks and an itemized cost estimate for the permanent closure of any and all UST tanks that are not permanently closed and are not exempt from ADEM and EPA guidelines, rules, and regulations located at both the Thomasville and Wetumpka L.I.F.E. Tech Transition Centers. The itemized cost estimate should address both on-site closure and off-site closure costs. The Vendor should specifically list itemized cost estimates for the following:

- (1) costs associated with purging, pumping, cleaning and disposing of any and all petroleum products (i.e. diesel fuel, gasoline, etc.) , sludge, residue, and explosive vapors, or petroleum by-products extracted from the UST tanks;
- (2) costs associated with removing and properly disposing of the UST tanks, to include but not limited to clean-up, of whatever nature;
- (3) costs associated with measuring release and assessments associated with Site Closure or Change-in-Service Assessment as required under ADEM laws, rules, regulations, and guidelines; and
- (4) costs associated with excavation, overexcavation, additional backfill, and site restoration if contamination occurs as the result of on-site closure or the removal of the UST. Note: This service may not be necessary, if so, please state so in your response.

Vendor Response:

- c. Vendor shall be responsible for filling out the necessary Site Closure and Change in Assessment forms necessary for the closure of the 500 Gallon diesel UST located at Thomasville Life Tech and any and all UST tanks that are not permanently closed and are not exempt from ADEM and EPA guidelines, rules, and regulations located at both the Thomasville and Wetumpka L.I.F.E. Tech Transition Centers.

No Vendor Response Required:

- d. Purging of explosive vapors and the storing and handling of liquid wastes associated with the removal and cleaning of petroleum (gasoline, diesel fuel, etc.) and/or petroleum by-products shall be conducted in accordance with the most current API publications and all applicable ADEM and EPA laws, rules, regulations, and guidelines. Vendor shall monitor the UST for explosive vapors and properly vent the UST in accordance with ADEM and EPA laws, rules, regulations, and guidelines prior to purging, pumping, cleaning, and disposing of petroleum (diesel fuel, gasoline, etc.) and/or petroleum by-products.

No Vendor Response Required:

PRICING REQUIREMENTS

All replies must provide the following pricing outline:

- a. A separate maximum estimated flat rate pricing, based on whether the event is quarterly or semi-annual, should be included in the Vendor's proposal for each HVR or MEME remediation event during the two-year contract period that the Board remains subject to the CAP or any modifications to the CAP that are required by ADEM or until the facility is released from the remediation requirements imposed by ADEM through the issuance of a "No Further Action" letter.
- b. A separate maximum estimated flat rate pricing, based on whether the event is quarterly or semi-annual, should be included in the Vendor's proposal for other proposed (acceptable) technological methods of remediation during the two-year contract period that the Board remains subject to the CAP or any modifications to the CAP that are required by ADEM or until the facility is released

from the remediation requirements imposed by ADEM through the issuance of a "No Further Action" letter.

- c. Vendor shall provide an itemized listing of hourly rates and fees for each professional service provider/subcontractor necessary to fulfill the terms of the Contract and an estimation of the total number of hours required by each professional service provider/subcontractor and the total estimated time period to fulfill the terms of the Contract.
- d. The Contract will not allow for mileage fees, as such fees should be absorbed in office overhead and included in the estimated total costs of the Project.
- e. Each proposal submission shall contain an estimated total contract price for the "Mandatory Services" and a separate total contract price for both the "Mandatory Services" and "Additional (Optional) Services", based on the itemized costs provided in each response provided for herein. There shall be an itemized breakdown of the costs for each year of the two-year contract term. NOTE: As required by this RFP, the cost of each individual service shall be separately itemized. Any services that the Board declines to utilize both under the "Mandatory Services" and "Additional (Optional) Services" proposal submissions shall be deducted from the total contract price during the contract negotiation phase with the successful Vendor(s).

NOTE: Failure to provide the following price line requirements may result in the proposal being rejected.

MANDATORY LICENSES/PERMITS

All proposals must list any and all individuals performing the professional service and list any and all licenses held by said individual. The professional service provider awarded the contract shall be responsible for any costs associated with licensing requirements and shall be responsible for ensuring that each individual professional service provider has and maintains an active license as required by state and federal law, rules, regulations during the Term of the Contract. Failure to comply with the mandatory license requirements during the Term of this Contract, as set forth herein, shall be grounds for termination of the contract and may result in the Board awarding the contract to another responding vendor.

Vendor shall be responsible for obtaining all the necessary permits to fulfill the terms of the Contract and the costs associated with obtaining said permits.

OTHER CONTRACT TERMS AND CONDITIONS

a. Period of Contract

This contract shall be for a period of two (2) years and shall become effective upon the date of final approval by the Governor of the State of Alabama. The Vendor understands that this contract is not effective until it has received all requisite state government contract approvals. The Vendor further understands that it shall not begin performing work under the contract until notified, in writing, to do so by the Board; otherwise, the Vendor shall not be entitled to compensation for work performed.

b. Amendments to Contract

The contract may be modified or amended by the written mutual agreement of the parties. Amendments to the contract shall be submitted back through the state contract approval process. No services shall be performed until all the required state contract approvals have been acquired and

Vendor is notified, in writing, to begin performance of the additional services resulting in the amendment to the original contract.

c. Payment

The Vendor understands that no expenses, fees, or charges shall be incurred or billed to the Board for services that were not a part of the Vendor's proposal submission in response to the Board's Request for Proposal that lead to a contract award by the Board. Payment for services rendered will be processed by the Board through the State Comptroller's Office based upon the Vendor submitting a notarized invoice, in arrears, that has been approved for payment by the Board, and that reflects the periods of services rendered (quarterly or semi-annually, whichever is applicable), a listing of the services rendered, and the amount due for each of the services rendered.

d. Exemptions

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then that conflicting provision in the contract shall be deemed null and void. In the event of proration of the fund from which payment under this contract is to be made, the contract will be subject to termination.

e. Sovereign Immunity

The "Board", an agency of the State of Alabama, notwithstanding any provision of this contract, incorporations or amendments hereto, to the contrary which might be contained herein, does not release or waive, expressly or implied, its right to assert sovereign immunity or any other affirmative or defensive right or claim it may have under law.

f. Termination Clause

This contract may be terminated by either party with thirty (30) days written notice one to the other. It is expressly understood by the Board and Vendor that their responsibilities one to another shall be contingent upon the availability of funds for this contract and that such responsibilities terminate if the funds cease to be available concerning the delineated services. If the Board terminates for convenience, the Board will pay the Vendor for services satisfactorily provided up to the time of termination of the contract.

g. Independent Contractor Clause

Vendor warrants to the Board that its relationship to the Board is that of an Independent Contractor in accordance with the guidelines delineated in Publication 937, Business Reporting (issued by the Department of Treasury, Internal Revenue Service).

h. Merit System Exclusion Clause

Under the terms of this contract, Vendor, and its employees, agents, servants, volunteers, subcontractors, etc. are not to be considered Merit System employees, nor are they entitled to any benefits of the State Merit System or the State Retirement System. Vendor is responsible for ensuring

that its employees comply with all federal and state laws, rules, regulations, and guidelines, to include, but not limited to anti-discrimination laws. Failure of a vendor employee to comply with all federal and state laws will result in that employee being declined access to the facility grounds and may, at the discretion of the Board, result in termination of the contract.

i. Other Contractual Requirements

1. Vendor shall provide the Board with a copy of the most recent sampling report for continuity in reporting purposes within a reasonable time after each remediation event. Vendor shall be responsible for preparing and submitting the necessary reports to ADEM or any other regulatory agency that requires the submission of reports in a timely manner and within the required time period set forth in the regulatory agency's laws, rules, regulations, and guidelines.
2. Maintain and make available any and all books, records, etc., that are directly relevant to any and all funds received through the Board for at least three (3) fiscal years beyond the end of the current fiscal year or until completion and/or resolution of any audit issues or questioned costs relative to the current fiscal year, whichever is longer.
3. Vendor further understands and agrees that it shall timely make such documentation readily available to all appropriate federal and/or state agencies, including the Board, the Alabama Department of Environmental Management (ADEM), Environmental Protection Agency (EPA), the State of Alabama Examiners of Public Accounts representatives, and any other state or federal agency, upon request.
4. Vendor further understands and acknowledges its responsibility for compliance with all applicable provisions of the State of Alabama Ethics Law concerning this contract, providing the required services, and receiving payment, etc.
5. Vendor further understands that this contract shall not be assigned to any other person, group, organization, agency, entity, etc., without the prior written approval of the Board.
6. Background checks will be performed on Vendor's employees, agents, volunteers, servants, subcontractors, etc., prior to such persons being allowed access to the facility grounds. In the event that a Vendor's employee, agent, volunteer, servant, subcontractor, etc. poses a conflict of interest for the Board; abuses his or her limited access to the facility; exhibits harassing conduct towards the residents of the facility; or violates the law in any form or fashion while on the facility premises, or for any other valid reason, the Board, through its designee, may prohibit said employee from being allowed access to the facility grounds. Vendor's employees, agents, volunteers, servants, subcontractors, etc. shall respect the facility resident's privacy rights. Any information obtained while performing the services set forth herein shall remain strictly confidential.
7. Vendor understands that the Board is not responsible for any lost or stolen property while performing the services set forth herein.
8. Vendor shall, at all times, maintain adequate staff to meet the requirements of the contract(s). Should the Vendor at any time: 1) refuse or neglect to supply adequate and competent supervision or sufficiently and properly skill/trained/licensed personnel; 2) fail to provide equipment/reagents of the proper quality or quantity; 3) fail to perform

services according to the specifications required in the RFP; 4) fail in any respect to perform the service requirements of the RFP with promptness and diligence; or 5) fail in the performance of any agreement contained in the awarded contract, the Board will have the option, after forty-eight (48) hours written notice to Vendor to take any one or more of the following actions: (1) Withhold any monies then or next due to Vendor; and/ or (2) terminate the Contract.

9. By submitting and signing the proposal, Vendor agrees to be bound by all terms and conditions of the Request for Proposal (RFP). Any exceptions to the specified terms and conditions must be clearly set forth within the Vendor's proposal. A Vendor may be deemed non-responsive if its proposal contains exceptions contrary to the required terms and specifications of the RFP.
10. All proposal submissions will remain firm and unaltered for a period of two (2) years after the proposal due date shown. If additional services are required, the Board may amend the existing contract with the Vendor awarded the Contract or may make an award from another Vendor who submitted a proposal, subject to the requisite state contract approvals. **TWO OR MORE SEPARATE VENDORS MAY BE AWARDED A CONTRACT FOR A PORTION(S) OF THE SERVICES REQUIRED BY THE BOARD THAT BEST MEET THE NEEDS OF THE BOARD.** The Board reserves the right to open the process up to re-procurement based on new or additional specifications.
11. All information submitted pursuant to the RFP may be subject to the Open Records Act. Any information submitted with a proposal, including cost, price, and other information (i.e., copyrighted or patented) (whether or not marked as proprietary or confidential), which is made part of the contract is subject to public inspection and/or release in accordance with the Open Records Act and/or applicable law.
12. Vendor(s) that execute an awarded contract for services is contractually responsible for the total performance of the contract. Subcontracting may be allowable, but must be disclosed as a part of the proposal or otherwise approved (in writing) in advance by the Board. Any subcontractor, providing services required in the RFP or in the awarded contract, shall be required to meet or exceed the requirements set forth in the RFP.
13. Vendor shall be responsible for ensuring that its employees, representatives, contractors, subcontractors, sub-subcontractors are either citizens of the United States or are in a proper and legal immigration status that authorizes them to be employed for pay in the United States.

j. Dispute Resolution

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Attorney General, to consider settlement of such disputes, by utilizing appropriate forms of non-binding alternative dispute resolution. This shall include, but is not limited to, mediation by and through the Attorney General's Office of Administrative hearings, or where appropriate, private mediators. However, in the event of failure to resolve matters of dispute as stated above, then "Contractor's" sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustments for the State of Alabama, § 41-9-60, et seq., Ala. Code 1975.

k. Indemnification Clause

Contractor shall indemnify, hold, and save harmless the Board against any and all liability, loss, damages, costs or expenses which the Board may hereinafter sustain, incur, or be required or ordered to pay as the result of any actions or inactions of Contractor, its employees, agents, servants, or volunteers relative to this Contract, to include patent or copyright infringement claims.

METHOD OF SELECTION

An evaluation committee designated by the Board will conduct the selection process. Vendor selection will be based on the proposal that meets or exceeds the requirements as set forth in the RFP. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal. The evaluation committee will make a recommendation to the Board as to the Vendor(s) that best meets the needs of the Board based on the Vendor responses to the RFP. The Board reserves the right to award the contract, or any portion thereof, to any Vendor of its choosing. The Board reserves the right to award the contract to a Vendor other than the low-priced Vendor, if a higher-priced proposal provides the best value for the service as determined by the Board. Any Vendor whose proposal does not meet the mandatory requirements and does not meet all the mandatory specifications of the RFP will be considered non-compliant and rejected. Proposal evaluations will be scored and based on the Vendor's response to the requirements of this RFP. All proposals received will become the property of the Board. The Board reserves the right to use for its benefit the ideas contained in proposals received. All Vendors who submitted a proposal in response to the RFP will be notified, in writing, regarding the selection of the successful Vendor(s). Evaluation criteria and scoring are as follows:

PROPOSAL EVALUATION CRITERIA AND SCORING

<u>PROPOSAL CRITERIA</u>	<u>PERCENTAGE OF VALUE</u>
1. Vendor Expertise/Qualification/Experience/and Capabilities	35%
2. Price, Value, and Service to be provided that best meets the needs of the Board	35%
3. Financial Stability	10%
4. Record of past performance; quality of work; ability to meet schedules and deadlines;; cost control, & contract administration	10%
5. Project Management/Personnel Qualifications & Training/Ability & proven history handling this type of Project	5%
6. Contract Transition Plan/Start-up/Completion Time	5%
<hr/>	
Total = 100%	



State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

This form is provided with:

☐ Contract ☐ Proposal ☐ Request for Proposal ☐ Invitation to Bid ☐ Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED
-------------------------	------------------------	-----------------

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT
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1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY
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OVER

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
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If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
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By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature

Date

Notary's Signature

Date

Date Notary Expires

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

CORPORATE ACKNOWLEDGEMENT

STATE OF _____)

COUNTY OF _____)

BEFORE ME, the undersigned authority for said County and State, personally appeared _____, who is known to me, and after being duly sworn, deposed and said as follows:

My name is _____. I am the _____ of _____ Corporation. I hereby attest that

_____ is registered with the Alabama Secretary of State to do business in the State of Alabama.

Authorized Representative

SWORN TO AND SUBSCRIBED before me this ____ day of _____
20____.

NOTARY PUBLIC

Commission Expires: _____

IMMIGRATION STATUS

I hereby attest that all workers on this project are either citizens of the United States or are in a proper and legal immigration status that authorizes them to be employed for pay within the United States.

Signature of Contractor

Witness

STATE BOARD OF PARDONS AND PAROLES

BOARD ORDER

The Board of Pardons and Paroles met on this 6th day of April 2010, in open public meeting, at which time the following Board Members were present: Bill Wynne, Chairman, Robert P. Longshore, Associate Member, and Cliff Walker, Associate Member.

On November 10, 2009, the Alabama Department of Environmental Management (ADEM) sent the Board a letter advising that ADEM has received and reviewed the System Effective Monitoring Report-First Quarter Report, dated May 5, 2009, submitted by CFM Group, LLC. ADEM has determined that the System presently being used (a skimmer-pump recovery) is not the appropriate remediation for the recovery of free product and ground-water monitoring for the Thomasville LIFE Tech Facility under ADEM UST incident No.: UST01-02-02. ADEM now requires that either a High Vacuum Recovery (HVR) or MEME be used for the remediation and recovery of the free product.

The Board hereby seeks qualified Engineering Firms/Consultants who are competent to perform work in the field of engineering for the purpose of providing continued free product recovery and ground-water monitoring at the Board's Thomasville L.I.F.E. Tech Transition Center, 2115 Bashir Rd, Thomasville, Alabama, by utilizing remediation methods consisting of High Vacuum Recovery (HVR) and/or Mobile Enhanced Multiphase Extraction (MEME) and by or through the use of any other technological forms of remediation, as required by the Alabama Department of Environmental Management (ADEM).


The Board also seeks qualified professional service providers who are competent in closing underground storage tanks (UST) in accordance with ADEM and EPA laws, rules, regulations, and guidelines.

The Board hereby orders that the attached Request for Proposal, #10-RFP-043001, be sent to all interested vendors as prescribed under state law.

Done this 6th day of April 2010.

APPROVED


BILL WYNNE
CHAIRMAN


ROBERT P. LONGSHORE
ASSOCIATE MEMBER


CLIFF WALKER
ASSOCIATE MEMBER

DISAPPROVED

BILL WYNNE
CHAIRMAN

ROBERT P. LONGSHORE
ASSOCIATE MEMBER

CLIFF WALKER
ASSOCIATE MEMBER